



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

February 13, 2007

TELEPHONE
(213) 974-2101

FACSIMILE
(213) 626-1812

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF ASSIGNMENT AND DELEGATION AGREEMENT FOR TEMPORARY PERSONNEL SERVICES (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the attached Assignment and Delegation Agreement, which delegates and assigns all rights, obligations, and interest of Contract No. 75107 with PDQ Personnel Services, Inc. (PDQ) to SelectRemedy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 12, 2004, your Board approved the Temporary Personnel Services Contract, which commenced upon Board approval with PDQ. Temporary personnel services provide temporary personnel to help TTC handle several peak workload periods in critical areas of the Department including, but not limited to, the annual tax season. The busiest tax collection days of the year are December 10 and April 10 and during the two-week period just prior to and immediately following these dates when approximately 1.1 to 1.6 million tax payments are received by mail.

On November 13, 2006, PDQ informed the County of Los Angeles (County) that, pursuant to a purchase transaction, SelectRemedy would be absorbing PDQ operations and requested that the PDQ Contract for temporary personnel services be assigned to SelectRemedy, under Sub-section 8.1, Assignment and Delegation, of the Contract. In order to confirm that SelectRemedy possesses the financial capability to successfully execute the contracted services, TTC conducted a review of SelectRemedy's audited financial statements for the years ending December 31, 2004, 2005, and period ending September 10, 2006. Based upon the review, it was determined that SelectRemedy is in an acceptable financial condition. Accordingly, TTC recommends that the Board approve this Assignment and Delegation to SelectRemedy. The current Contract term with PDQ expires on October 11, 2007, with two additional one-year extension options.

The Honorable Board of Supervisors
February 13, 2007
Page 2

Implementation of Strategic Plan Goals

The Assignment and Delegation of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This Assignment and Delegation Agreement will enable the continued operations through the utilization of the contractor's expertise to effectively provide these as-needed temporary personnel services in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

The proposed Assignment and Delegation Agreement with SelectRemedy will not exceed the previously approved PDQ contract annual maximum sum of \$448,000. The Assignment and Delegation to SelectRemedy will not result in an increase to the existing fees.

Living Wage Program requirements do not apply to this non-Proposition A contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor is in compliance with all Board and TTC requirements. County Counsel has reviewed and approved the Assignment and Delegation Agreement as to form.

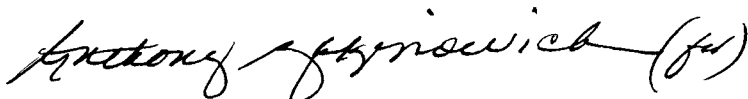
IMPACT ON CURRENT SERVICES

None. Approval of this Assignment and Delegation Agreement provides for the continuation of existing services.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return three (3) signed original Delegation and Assignment Contracts and one (1) adopted stamped Board letter to TTC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Saladino", followed by a circled "J" or similar mark.

MARK J. SALADINO
Treasurer and Tax Collector

MJS:EVT:evt
PDQ Assignment and Delegation Brd Ltr. 1-22-07

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ASSIGNMENT AND DELEGATION AGREEMENT
TEMPORARY PERSONNEL SERVICES

THIS ASSIGNMENT AND DELEGATION AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the County of Los Angeles ("COUNTY"), PDQ Personnel Services, Inc. (PDQ), and SelectRemedy.

WHEREAS, PDQ provides temporary personnel services to COUNTY pursuant to a Temporary Personnel Services contract with COUNTY (Contract No. 75107), which was adopted by the Board of Supervisors on October 12, 2004 and commenced upon Board approval, incorporated herein by reference (hereafter referred to as "Contract");

WHEREAS PDQ desires to delegate and assign all its rights, obligations and interest under the Contract to SelectRemedy and SelectRemedy desires to assume these rights, obligations and interest in said Contract;

WHEREAS, PDQ and SelectRemedy represent that they have the consent, power, and authority to assign and transfer all rights, obligations and interest contained in said Contract;

WHEREAS, PDQ and SelectRemedy have asked COUNTY to consent to the assignment and delegation of all rights, obligations and interest under said Contract;

WHEREAS, under the terms of the Contract, a written assignment and delegation of the Contract must be approved by the COUNTY;

WHEREAS, the COUNTY has reviewed the financial statements and other documents of SelectRemedy and finds that SelectRemedy is a responsible corporate entity capable to carrying out the temporary personnel services in the Contract;

NOW, THEREFORE, COUNTY, PDQ and SelectRemedy agree as follows:

(1) All rights, obligations, and interest in said Contract for temporary personnel services between PDQ and COUNTY shall be assigned and delegated to SelectRemedy.

(2) SelectRemedy assumes and receives from PDQ all rights, obligations, and interest of PDQ in said Contract for temporary personnel services.

(3) SelectRemedy agrees to abide by all terms and conditions of said Contract for temporary personnel services between PDQ and COUNTY.

(4) PDQ and SelectRemedy agree that COUNTY shall not pay any additional monies for the provision of temporary personnel services by either PDQ or SelectRemedy as a result of this assignment Contract that would have been owed under the Contract in the absence of this assignment agreement.

(5) PDQ and SelectRemedy shall indemnify, defend, and save harmless COUNTY and their agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any claim of any third party with regard to any fee to be paid to PDQ or SelectRemedy pursuant to this assignment agreement.

(6) PDQ and SelectRemedy shall indemnify, defend, and save harmless COUNTY, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between PDQ and SelectRemedy regarding payment of monies for temporary personnel services to either PDQ or SelectRemedy pursuant to this assignment agreement.

(7) COUNTY consents to this assignment of rights, obligations, and interest of PDQ in said Contract to SelectRemedy pursuant to this assignment agreement.

(8) The Contract for temporary personnel services between PDQ and COUNTY are incorporated as a part of this assignment agreement.

(9) This assignment Contract shall constitute the complete and exclusive statement of understanding between COUNTY, PDQ and SelectRemedy and supersedes all previous written or oral Contracts, and all prior communications between COUNTY, PDQ, and SelectRemedy relating to the subject matter of this assignment agreement.

(10) This assignment agreement shall be construed as if prepared by all parties.

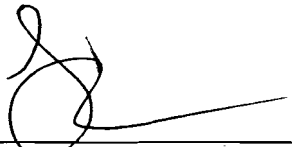
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COUNTY, PDQ, and SelectRemedy, by mutual subscription, agree to this Assignment and Delegation.

By 
PDQ Personnel Services, Inc.

1.23.07
Date

By 
SelectRemedy

1/24/07
Date

By _____
County of Los Angeles
Chairman, Board of Supervisors

Date

ATTEST:

SACHI A. HAMAI
Executive Officer
of the Board of Supervisors

By _____
Deputy

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By 
Principal Deputy County Counsel

1/18/07
Date